



IBEW

8532

MARVIN KROPKE
Business Manager
Financial Secretary

International Brotherhood of Electrical Workers • Local Union 11

"Representing Electrical Construction and Municipal Workers across Los Angeles County"



**ALLOCATION OF NINETY CENT INCREASE
IN THE INSIDE WIREMEN'S AGREEMENT BETWEEN IBEW, LOCAL 11
AND LOS ANGELES COUNTY CHAPTER, NECA – JULY 30, 2007**

The ninety cent increase in the Inside Wiremen's Agreement negotiated by IBEW, Local Union No. 11, and Los Angeles County Chapter of the National Electrical Contractor's Association, effective July 30, 2007, was allocated as follows:

\$.75 to Wages (Total Wage \$34.25)
\$.10 to Defined Contribution Annuity (Total Annuity \$3.60)
\$.05 to Health & Welfare (Total Health & Welfare \$6.64)

(see enclosed Inside Wiremen's Wages and Fringe Benefits)

Signed for:

**LOCAL UNION 11, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**



Marvin Kropke, Business Manager/Financial Secretary



Date

Signed For:

**LOS ANGELES COUNTY CHAPTER NATIONAL
ELECTRICAL CONTRACTOR'S ASSOCIATION**



James Willson, Chapter Manager



Date

"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. ELECTRICAL CLASSIFICATIONS:			
Wiremen <input type="checkbox"/>		Linemen <input type="checkbox"/>	
Apprentice <input type="checkbox"/>		Cablesplitters <input type="checkbox"/>	
Residential Wiremen <input type="checkbox"/>		Residential Trainees <input type="checkbox"/>	
Groundmen <input type="checkbox"/>		and Others <input type="checkbox"/>	

2 STATE(S):	California
COUNTY Or AREA:	Los Angeles
INSIDE WIREMAN	

3	4	A	B	C	D	E	F
EFFECTIVE DATES	BASIC HOURLY WAGE	HEALTH & WELFARE	PENSION 3% NEBF	VACATION & PAID HOLIDAYS	APPREN. TRAINING PROGRAM	Labor Mgmt.	Total
(a) 7/30/07 Journeyman Wireman Electrician	(a) \$34.25	EMPLOYER CONTRIBUTION \$6.64	\$8.80 1.03 NEBF \$9.83	12%	.46	.20	\$51.38
(b) 7/30/07 Foreman 1.113 x Jrnm. Rate	(b) \$38.12	EMPLOYER CONTRIBUTION \$6.64	\$8.80 1.14 NEBF \$9.94	12%	.46	.20	\$55.36
(c) 7/30/07 Genl Foreman 1.226 x Jrnm. Rate	(c) \$41.99	EMPLOYER CONTRIBUTION \$6.64	\$8.80 1.26 NEBF \$10.06	12%	.46	.20	\$59.35
(d)	(d)	EMPLOYER CONTRIBUTION			.40	.10	
		EMPLOYEE DEDUCTION					
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, E, & F?		Yes	Yes	Yes	Yes	Yes	
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" for A, B, ETC.?		Yes	Yes	Yes	Yes	Yes	
7 List the AGREEMENT REFERENCE of the fringe benefits cited.		ARTICLE	III, VII	III, VI VII, VII	III, VII	III, V, V	III, VII VII
		SECTION	3.05, 7.30	3.05, 6.01 7.20, 7.45	3.05, 7.40	3.05, 5.10 5.11	3.05, 7.05 7.06
		PARAGRAPH	1, 1	1, 1, 1, 1	1, 1	1, 1, 1	1, 1, 1
		PAGE	15, 34	15, 30, 33	15, 35	15, 29, 29	15, 31, 31
8 ON WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL (4), ABOVE? (a) \$ 34.25 , (b) \$ 38.12, (c) \$ 41.99 , and (d) \$							

9 National Electrical Contractors Assoc.	
Contractor or Association	
By:	Title: Chapter Manager
James Willson	Date: 7/16/07

10 IBEW, Local Union No.	11
By:	
Title: Business Manager	
Marvin Kropke	Date: 7/16/07

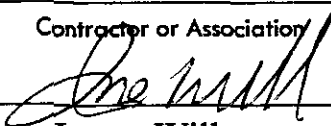
PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: SEE OTHER SIDE OF THIS PAGE.)

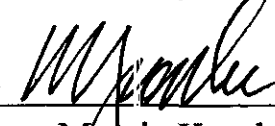
"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. ELECTRICAL CLASSIFICATIONS:			
Wiremen <input type="checkbox"/>	Linemen <input type="checkbox"/>		
Apprentice <input type="checkbox"/>	Cablesplacers <input type="checkbox"/>		
Residential Wiremen <input type="checkbox"/>	Residential Trainees <input type="checkbox"/>		
Groundmen <input type="checkbox"/>	and Others <input type="checkbox"/>		

2 STATE(S):	California
COUNTY Or AREA:	Los Angeles
INSIDE WIREMAN	

3	4	A	B	C	D	E	F	
EFFECTIVE DATES	BASIC HOURLY WAGE		HEALTH & WELFARE	PENSION 3% NEBF	VACATION & PAID HOLIDAYS	APPREN. TRAINING PROGRAM	Labor Mgmt.	Total
(a) 7/30/07 Cable Splicer 5% above Jrnm Wrn Rate	(a) \$35.96	EMPLOYER CONTRIBUTION	\$6.64	\$8.80 1.08 NEBF		.46	.20	\$53.14
		EMPLOYEE DEDUCTION		\$9.88	12%	.40	.10	
(b) 7/30/07 Welding 5% above Jrnm Wrn Rate	(b) \$35.96	EMPLOYER CONTRIBUTION	\$6.64	\$8.80 1.08 NEBF		.46	.20	\$53.14
		EMPLOYEE DEDUCTION		\$9.88	12%	.40	.10	
(c) 7/30/07 Instrumentation 5% above Jrnm Wrn Rate	(c) \$35.96	EMPLOYER CONTRIBUTION	\$6.64	\$8.80 1.08 NEBF		.46	.20	\$53.14
		EMPLOYEE DEDUCTION		\$9.88	12%	.40	.10	
(d) 7/30/07 NETA Certified 5% above Jrnm Wrn Rate	(d) \$35.96	EMPLOYER CONTRIBUTION	\$6.64	\$8.80 1.08 NEBF		.46	.20	\$53.14
		EMPLOYEE DEDUCTION		\$9.76	12%	.40	.10	
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, E, & F?			Yes	Yes	Yes	Yes	Yes	
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" for A, B, ETC.?			Yes	Yes	Yes	Yes	Yes	
7 List the AGREEMENT REFERENCE of the fringe benefits cited.		ARTICLE	III, VII	III, VI VII, VII	III, VII	III, V, V	III, VII VII	
		SECTION	3.05, 7.30	3.05, 6.01 7.20, 7.45	3.05, 7.40	3.05, 5.10 5.11	3.05, 7.05 7.06	
		PARAGRAPH	1,1	1, 1, 1,1	1, 1	1, 1, 1	1, 1, 1	
		PAGE	15, 34	15, 30, 33	15, 35	15, 29, 29	15, 31, 31	
8 ON WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL (4), ABOVE? (a) \$35.96 , (b) \$35.96 , (c) \$ 35.96 , and (d) \$ 35.96 .								

9 National Electrical Contractors Assoc.	
Contractor or Association	
By: 	Title: Chapter Manager
Name: James Willson	
Date: 7/16/07	

10 IBEW, Local Union No.	11
Business Manager	
By: 	Title: Business Manager
Name: Marvin Kropke	
Date: 7-16-07	

PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: SEE OTHER SIDE OF THIS PAGE.)

"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. ELECTRICAL CLASSIFICATIONS:			
Wiremen <input type="checkbox"/>	Linemen <input type="checkbox"/>		
Apprentice <input type="checkbox"/>	Cablesplacers <input type="checkbox"/>		
Residential Wiremen <input type="checkbox"/>	Residential Trainees <input type="checkbox"/>		
Groundmen <input type="checkbox"/>	and Others <input type="checkbox"/>		

2 STATE(S):	California
COUNTY Or AREA:	Los Angeles
INSIDE WIREMAN	

3	4	A	B	C	D	E	F
EFFECTIVE DATES	BASIC HOURLY WAGE	HEALTH & WELFARE	PENSION 3% NEBF	VACATION & PAID HOLIDAYS	APPREN. TRAINING PROGRAM	Labor Mgmt.	Total
(a) 7/30/07 Tunnel Elec. Jrnm. 1.100 x Jrnm. Wrmm. Rate	(a) \$37.68	EMPLOYER CONTRIBUTION \$6.64 EMPLOYEE DEDUCTION	\$8.80 1.13 NEBF \$9.93	12%	.46 .40	.20 .10	\$54.91
(b) 7/30/07 Tunnel Elec. Frmm. 1.224 x Jrnm. Wrmm. Rate	(b) \$41.92	EMPLOYER CONTRIBUTION \$6.64 EMPLOYEE DEDUCTION	\$8.80 1.26 NEBF \$10.06	12%	.46 .40	.20 .10	\$59.28
(c) 7/30/07 Tunnel Elec. Genl.Frmm. 1.349 x Jrnm. Wrmm. Rate	(c) \$46.20	EMPLOYER CONTRIBUTION \$6.64 EMPLOYEE DEDUCTION	\$8.80 1.39 NEBF \$10.19	12%	.46 .40	.20 .10	\$63.69
(d) 7/30/07 Tunnel Elec. Cable Splc., Welder, Instrumentation, NETA Certified (5% above Jrnm/Tunnel rate)	(d) \$39.56	EMPLOYER CONTRIBUTION \$6.64 EMPLOYEE DEDUCTION	\$8.80 1.19 NEBF \$9.99	12%	.46 .40	.20 .10	\$56.85
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, E, & F?		Yes	Yes	Yes	Yes	Yes	
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" for A, B, ETC.?		Yes	Yes	Yes	Yes	Yes	
7 List the AGREEMENT REFERENCE of the fringe benefits cited.		ARTICLE	III, VII	III, VI VII, VII	III, VII	III, V, V	III, VII VII
		SECTION	3.05, 7.30	3.05, 6.01 7.20, 7.45	3.05, 7.40	3.05, 5.10 5.11	3.05, 7.05 7.06
		PARAGRAPH	1,1	1, 1, 1,1	1, 1	1, 1, 1	1, 1, 1
		PAGE	15, 34	15, 30, 33	15, 35	15, 29, 29	15, 31, 31
8 ON WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL (4), ABOVE? (a) \$ 37.68 , (b) \$ 41.92 , (c) \$ 46.20 , and (d) \$ 39.56							

9 National Electrical Contractors Assoc.	
Contractor or Association	
By:	Title: Chapter Manager
James Willson	Date: 7/16/07

10 IBEW, Local Union No. 11	
By:	
Title: Business Manager	
Marvin Kropke	Date: 7.16.07

PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: SEE OTHER SIDE OF THIS PAGE.)

"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. ELECTRICAL CLASSIFICATIONS:			
Wiremen <input type="checkbox"/>	Linemen <input type="checkbox"/>		
Apprentice <input type="checkbox"/>	Cablesplacers <input type="checkbox"/>		
Residential Wiremen <input type="checkbox"/>	Residential Trainees <input type="checkbox"/>		
Groundmen <input type="checkbox"/>	and Others <input type="checkbox"/>		

2 STATE(S):	California
COUNTY Or AREA:	Los Angeles
APPRENTICES (Hourly rates are a percentage of Inside Wireman's rate)	

3	4	A	B	C	D	E	F	
EFFECTIVE DATES	BASIC HOURLY WAGE		HEALTH & WELFARE	PENSION 3% NEBF	VACATION & PAID HOLIDAYS	APPREN. TRAINING PROGRAM	Labor Mgmt.	Total
(a) 7/30/07 Yr. 1-1st Sem. (Period 1) 40% Jrmn.Rate	(a) \$13.70	EMPLOYER CONTRIBUTION	\$5.64	-0- \$.41 NEBF		.51	.20	\$20.46
		EMPLOYEE DEDUCTION		\$.41	12%		.10	
(b) 7/30/07 Yr. 1-2nd Sem. (Period 2) 45% Jrmn.Rate	(b) \$15.41	EMPLOYER CONTRIBUTION	\$5.64	-0- \$.46 NEBF		.51	.20	\$22.22
		EMPLOYEE DEDUCTION		\$.46	12%		.10	
(c) 7/30/07 Yr. 2-1st Sem. (Period 3) 50% Jrmn.Rate	(c) \$17.13	EMPLOYER CONTRIBUTION	\$6.64	\$4.40 .51 NEBF		.51	.20	\$29.39
		EMPLOYEE DEDUCTION		\$4.91	12%		.10	
(d) 7/30/07 Yr. 2-2nd Sem. (Period 4) 55% Jrmn.Rate	(d) \$18.84	EMPLOYER CONTRIBUTION	\$6.64	\$4.84 .57 NEBF		.51	.20	\$31.60
		EMPLOYEE DEDUCTION		\$5.41	12%		.10	
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, E, & F?			Yes	Yes	Yes	Yes	Yes	
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" for A, B, ETC.?			Yes	Yes	Yes	Yes	Yes	
7 List the AGREEMENT REFERENCE of the fringe benefits cited.		ARTICLE	III, VII	III, VI VII, VII	III, VII	III, V, V	III, VII VII	
		SECTION	3.05, 7.30	3.05, 6.01 7.20, 7.45	3.05, 7.40	3.05, 5.10 5.11	3.05, 7.05 7.06	
		PARAGRAPH	1, 1	1, 1, 1	1, 1	1, 1, 1	1, 1, 1	
		PAGE	15, 34	15, 30, 33	15, 35	15, 29, 29	15, 31, 31	
8 ON WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL (4), ABOVE?			(a) \$ 13.70 (b) \$ 15.41 (c) \$ 17.13, and (d) \$ 18.84					

9 National Electrical Contractors Assoc.	
Contractor or Association	
By:	Title: Chapter Manager
James Willson	Date: 7/16/07

10	IBEW, Local Union No. 11
By:	
Title: Business Manager	
Marvin Kropke	Date: 7.16.07

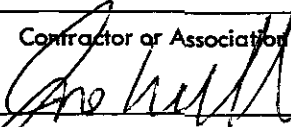
PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. [FOR INSTRUCTIONS IN PREPARING THIS FORM: SEE OTHER SIDE OF THIS PAGE.]

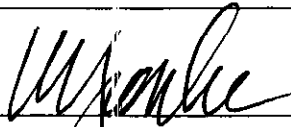
"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. ELECTRICAL CLASSIFICATIONS:			
Wiremen	<input type="checkbox"/>	Linemen	<input type="checkbox"/>
Apprentice	<input type="checkbox"/>	Cablesplacers	<input type="checkbox"/>
Residential Wiremen	<input type="checkbox"/>	Residential Trainees	<input type="checkbox"/>
Groundmen	<input type="checkbox"/>	and Others	<input type="checkbox"/>

2 STATE(S):	California
COUNTY Or AREA:	Los Angeles
APPRENTICES (Hourly rates are a percentage of Inside Wireman's rate)	

3	4	A	B	C	D	E	F	
EFFECTIVE DATES	BASIC HOURLY WAGE		HEALTH & WELFARE	PENSION 3% NEBF	VACATION & PAID HOLIDAYS	APPREN. TRAINING PROGRAM	Labor Mgmt.	Total
(a) 7/30/07 Yr. 3-1st Sem. (Period 1) 60% Jrmn.Rate	(a) \$20.55	EMPLOYER CONTRIBUTION	\$6.64	\$5.28 .62 NEBF		.51	.20	\$33.80
		EMPLOYEE DEDUCTION		\$5.90	12%		.10	
(b) 7/30/07 Yr. 3-2nd Sem. (Period 2) 65% Jrmn.Rate	(b) \$22.26	EMPLOYER CONTRIBUTION	\$6.64	\$5.72 .67 NEBF		.51	.20	\$36.00
		EMPLOYEE DEDUCTION		\$6.39	12%		.10	
(c) 7/30/07 Yr. 4-1st Sem. (Period 3) 70% Jrmn.Rate	(c) \$23.98	EMPLOYER CONTRIBUTION	\$6.64	\$6.16 .72 NEBF		.51	.20	\$38.21
		EMPLOYEE DEDUCTION		\$6.88	12%		.10	
(d) 7/30/07 Yr. 4-2nd Sem. (Period 4) 75% Jrmn.Rate	(d) \$25.69	EMPLOYER CONTRIBUTION	\$6.64	\$6.60 .77 NEBF		.51	.20	\$40.41
		EMPLOYEE DEDUCTION		\$7.37	12%		.10	
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, E, & F?			Yes	Yes	Yes	Yes	Yes	
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" for A, B, ETC.?			Yes	Yes	Yes	Yes	Yes	
7 List the AGREEMENT REFERENCE of the fringe benefits cited.		ARTICLE	III, VII	III, VI VII, VII	III, VII	III, V, V	III, VII VII	
		SECTION	3.05, 7.30	3.05, 6.01 7.20, 7.45	3.05, 7.40	3.05, 5.10 5.11	3.05, 7.05 7.06	
		PARAGRAPH	1, 1	1, 1, 1	1, 1	1, 1, 1	1, 1, 1	
		PAGE	15, 34	15, 30, 33	15, 35	15, 29, 29	15, 31, 31	
8 ON WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL (4), ABOVE? (a) \$ 20.55, (b) \$ 22.26, (c) \$ 23.98 ,and (d) \$ 25.69								

9 National Electrical Contractors Assoc.	
Contractor or Association	
By: 	Title: Chapter Manager
James Willson	Date: 7/16/07

10 IBEW, Local Union No. 11	
IBEW, Local Union No. 11	
By: 	Title: Business Manager
Marvin Kropke	Date: 7.16.07

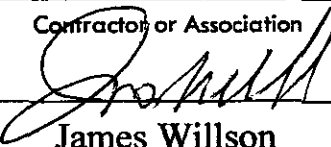
PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: SEE OTHER SIDE OF THIS PAGE.)


"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. ELECTRICAL CLASSIFICATIONS:			
Wiremen <input type="checkbox"/>	Linemen <input type="checkbox"/>		
Apprentice <input type="checkbox"/>	Cablesplitters <input type="checkbox"/>		
Residential Wiremen <input type="checkbox"/>	Residential Trainees <input type="checkbox"/>		
Groundmen <input type="checkbox"/>	and Others <input type="checkbox"/>		

2 STATE(S):	California
COUNTY Or AREA:	Los Angeles
APPRENTICES (Hourly rates are a percentage of Inside Wireman's rate)	

3	4	A	B	C	D	E	F
EFFECTIVE DATES	BASIC HOURLY WAGE	HEALTH & WELFARE	PENSION 3% NEBF	VACATION & PAID HOLIDAYS	APPREN. TRAINING PROGRAM	Labor Mgmt.	Total
(a) 7/30/07 Yr. 5-1st Sem. (Period 1) 80% Jrmn. Rate	(a) \$27.40	EMPLOYER CONTRIBUTION \$6.64	\$7.04 \$.82 NEBF		.51	.20	\$42.61
		EMPLOYEE DEDUCTION	\$7.86	12%		.10	
(b) 7/30/07 Yr. 5-2nd Sem. (Period 2) 85% Jrmn. Rate	(b) \$29.11	EMPLOYER CONTRIBUTION \$6.64	\$7.48 \$.87 NEBF		.51	.20	\$44.81
		EMPLOYEE DEDUCTION	\$8.35	12%		.10	
(c)	(c)	EMPLOYER CONTRIBUTION					
		EMPLOYEE DEDUCTION					
(d)	(d)	EMPLOYER CONTRIBUTION					
		EMPLOYEE DEDUCTION					
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, E, & F?		Yes	Yes	Yes	Yes	Yes	
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" for A, B, ETC.?		Yes	Yes	Yes	Yes	Yes	
7 List the AGREEMENT REFERENCE of the fringe benefits cited.	ARTICLE	III, VII	III, VI VII, VII	III, VII	III, V, V	III, VII VII	
	SECTION	3.05, 7.30	3.05, 6.01 7.20, 7.45	3.05, 7.40	3.05, 5.10 5.11	3.05, 7.05 7.06	
	PARAGRAPH	1, 1	1, 1, 1	1, 1	1, 1, 1	1, 1, 1	
	PAGE	15, 34	15, 30, 33	15, 35	15, 29, 29	15, 31, 31	
8 ON WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL (4), ABOVE?		(a) \$ 27.40 , (b) \$ 29.11 , (c) \$, and (d) \$.					

9 National Electrical Contractors Assoc.	
Contractor or Association	Chapter Manager
By: 	Title:
James Willson	Date: 7/16/07

10 IBI: W, Local Union No.		11	
By: 	Business Manager		
Marvin Kropke	Title:		
	Date: 7/16/07		

PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: SEE OTHER SIDE OF THIS PAGE.)

IBEW LOCAL 11 – JOURNEYMAN WIREMAN†
Regular Shift - Effective July 30, 2007

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$34.25	\$6.64	\$9.83	12%	\$0.46	\$0.20	\$51.38
Foreman (1.113 x Jrn. Rate)	\$38.12	\$6.64	\$9.94	12%	\$0.46	\$0.20	\$55.36
General Foreman (1.226 x Jrn.Rate)	\$41.99	\$6.64	\$10.06	12%	\$0.46	\$0.20	\$59.35
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$35.96	\$6.64	\$9.88	12%	\$0.46	\$0.20	\$53.14
Tunnel Elec. (1.100xJrn.Rate)	\$37.68	\$6.64	\$9.93	12%	\$0.46	\$0.20	\$54.91
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$41.92	\$6.64	\$10.06	12%	\$0.46	\$0.20	\$59.28
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$46.20	\$6.64	\$10.19	12%	\$0.46	\$0.20	\$63.69
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn.Tunnel)	\$39.56	\$6.64	\$9.99	12%	\$0.46	\$0.20	\$56.85
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$13.70	\$5.64	\$0.41	12%	\$0.51	\$0.20	\$20.46
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$15.41	\$5.64	\$0.46	12%	\$0.51	\$0.20	\$22.22
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$17.13	\$6.64	\$4.91	12%	\$0.51	\$0.20	\$29.39
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$18.84	\$6.64	\$5.41	12%	\$0.51	\$0.20	\$31.60
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$20.55	\$6.64	\$5.90	12%	\$0.51	\$0.20	\$33.80
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$22.26	\$6.64	\$6.39	12%	\$0.51	\$0.20	\$36.00
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$23.98	\$6.64	\$6.88	12%	\$0.51	\$0.20	\$38.21
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$25.69	\$6.64	\$7.37	12%	\$0.51	\$0.20	\$40.41
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$27.40	\$6.64	\$7.86	12%	\$0.51	\$0.20	\$42.61
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$29.11	\$6.64	\$8.35	12%	\$0.51	\$0.20	\$44.81

† Article III Section 3.03 Inside Wireman's Agr.
Note: A Regular Shift consists of 8 hours (full fringes)

* Employer Contributions

** Employee Deduction

IBEW LOCAL 11 – JOURNEYMAN WIREMAN† - OVERTIME
Regular Shift - Effective July 30, 2007– TIME AND A HALF

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$51.38	\$6.64	\$10.34	12%	\$0.46	\$0.20	\$69.02
Foreman (1.113 x Jrn. Rate)	\$57.18	\$6.64	\$10.52	12%	\$0.46	\$0.20	\$75.00
General Foreman (1.226 x Jrn.Rate)	\$62.99	\$6.64	\$10.69	12%	\$0.46	\$0.20	\$80.98
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$53.94	\$6.64	\$10.28	12%	\$0.46	\$0.20	\$71.66
Tunnel Elec. (1.100xJrn.Rate)	\$56.52	\$6.64	\$10.42	12%	\$0.46	\$0.20	\$74.32
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$62.88	\$6.64	\$10.69	12%	\$0.46	\$0.20	\$80.87
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$69.30	\$6.64	\$10.88	12%	\$0.46	\$0.20	\$87.48
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn.Tunnel)	\$59.35	\$6.64	\$10.54	12%	\$0.46	\$0.20	\$77.23
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$20.55	\$5.64	\$0.62	12%	\$0.51	\$0.20	\$27.52
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$23.12	\$5.64	\$0.69	12%	\$0.51	\$0.20	\$30.16
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$25.70	\$6.64	\$5.17	12%	\$0.51	\$0.20	\$38.22
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$28.26	\$6.64	\$5.69	12%	\$0.51	\$0.20	\$41.30
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$30.83	\$6.64	\$6.20	12%	\$0.51	\$0.20	\$44.38
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$33.39	\$6.64	\$6.72	12%	\$0.51	\$0.20	\$47.46
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$35.97	\$6.64	\$7.24	12%	\$0.51	\$0.20	\$50.56
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$38.54	\$6.64	\$7.76	12%	\$0.51	\$0.20	\$53.65
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$41.10	\$6.64	\$8.27	12%	\$0.51	\$0.20	\$56.72
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$43.67	\$6.64	\$8.79	12%	\$0.51	\$0.20	\$59.81

† Article III Section 3.03 Inside Wireman's Agr.

Note: A Regular Shift consists of 8 hours (full fringes)

* Employer Contributions

**Employee Deduction

IBEW LOCAL 11 – JOURNEYMAN WIREMAN† - OVERTIME
Regular Shift - Effective July 30, 2007– DOUBLE TIME***

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$68.50	\$6.64	\$10.86	12%	\$0.46	\$0.20	\$86.66
Foreman (1.113 x Jrn. Rate)	\$76.24	\$6.64	\$11.09	12%	\$0.46	\$0.20	\$94.63
General Foreman (1.226 x Jrn.Rate)	\$83.98	\$6.64	\$11.32	12%	\$0.46	\$0.20	\$102.60
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$71.92	\$6.64	\$10.96	12%	\$0.46	\$0.20	\$90.18
Tunnel Elec. (1.100xJrn.Rate)	\$75.36	\$6.64	\$11.06	12%	\$0.46	\$0.20	\$93.72
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$83.84	\$6.64	\$11.32	12%	\$0.46	\$0.20	\$102.46
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$92.40	\$6.64	\$11.57	12%	\$0.46	\$0.20	\$111.27
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn.Tunnel)	\$79.12	\$6.64	\$11.17	12%	\$0.46	\$0.20	\$97.59
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$27.40	\$5.64	\$0.82	12%	\$0.51	\$0.20	\$34.57
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$30.82	\$5.64	\$0.92	12%	\$0.51	\$0.20	\$38.09
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$34.26	\$6.64	\$5.43	12%	\$0.51	\$0.20	\$47.04
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$37.68	\$6.64	\$5.97	12%	\$0.51	\$0.20	\$51.00
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$41.10	\$6.64	\$6.51	12%	\$0.51	\$0.20	\$54.96
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$44.52	\$6.64	\$7.06	12%	\$0.51	\$0.20	\$58.93
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$47.96	\$6.64	\$7.60	12%	\$0.51	\$0.20	\$62.91
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$51.38	\$6.64	\$8.14	12%	\$0.51	\$0.20	\$66.87
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$54.80	\$6.64	\$8.68	12%	\$0.51	\$0.20	\$70.83
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$58.22	\$6.64	\$9.23	12%	\$0.51	\$0.20	\$74.80

† Article III Section 3.03 Inside Wireman's Agr.

Note: A Regular Shift consists of 8 hours (full fringes)

* Employer Contributions

** Employee Deduction

IBEW LOCAL 11 – JOURNEYMAN WIREMAN†
Shift 2 (Swing Shift) - Effective July 30, 2007

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$40.18	\$6.64	\$10.01	12%	\$0.46	\$0.20	\$57.49
Foreman (1.113 x Jrn. Rate)	\$44.71	\$6.64	\$10.14	12%	\$0.46	\$0.20	\$62.15
General Foreman (1.226 x Jrn.Rate)	\$49.25	\$6.64	\$10.28	12%	\$0.46	\$0.20	\$66.83
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$42.18	\$6.64	\$10.07	12%	\$0.46	\$0.20	\$59.55
Tunnel Elec. (1.100xJrn.Rate)	\$44.20	\$6.64	\$10.13	12%	\$0.46	\$0.20	\$61.63
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$49.17	\$6.64	\$10.28	12%	\$0.46	\$0.20	\$66.75
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$54.19	\$6.64	\$10.43	12%	\$0.46	\$0.20	\$71.92
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn.Tunnel)	\$46.40	\$6.64	\$10.19	12%	\$0.46	\$0.20	\$63.89
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$16.07	\$5.64	\$0.48	12%	\$0.51	\$0.20	\$22.90
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$18.08	\$5.64	\$0.54	12%	\$0.51	\$0.20	\$24.97
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$20.09	\$6.64	\$5.00	12%	\$0.51	\$0.20	\$32.44
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$22.10	\$6.64	\$5.50	12%	\$0.51	\$0.20	\$34.95
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$24.11	\$6.64	\$6.00	12%	\$0.51	\$0.20	\$37.46
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$26.11	\$6.64	\$6.50	12%	\$0.51	\$0.20	\$39.96
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$28.13	\$6.64	\$7.00	12%	\$0.51	\$0.20	\$42.48
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$30.13	\$6.64	\$7.50	12%	\$0.51	\$0.20	\$44.98
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$32.14	\$6.64	\$8.00	12%	\$0.51	\$0.20	\$47.49
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$34.15	\$6.64	\$8.50	12%	\$0.51	\$0.20	\$50.00

† Article III Section 3.03 Inside Wireman's Agr.

* Employer Contributions

** Employee Deduction

Note: A Regular Shift consists of 8 hours (full fringes)

**IBEW LOCAL 11 – JOURNEYMAN WIREMAN† - OVERTIME
Shift 2 (Swing Shift) - Effective July 30, 2007– TIME AND A HALF**

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$60.27	\$6.64	\$10.61	12%	\$0.46	\$0.20	\$78.18
Foreman (1.113 x Jrn. Rate)	\$67.07	\$6.64	\$10.81	12%	\$0.46	\$0.20	\$85.18
General Foreman (1.226 x Jrn.Rate)	\$73.88	\$6.64	\$11.02	12%	\$0.46	\$0.20	\$92.20
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$63.27	\$6.64	\$10.70	12%	\$0.46	\$0.20	\$81.27
Tunnel Elec. (1.100xJrn.Rate)	\$66.30	\$6.64	\$10.79	12%	\$0.46	\$0.20	\$84.39
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$73.76	\$6.64	\$11.01	12%	\$0.46	\$0.20	\$92.07
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$81.29	\$6.64	\$11.24	12%	\$0.46	\$0.20	\$99.03
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn.Tunnel)	\$69.60	\$6.64	\$10.89	12%	\$0.46	\$0.20	\$87.79
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$24.11	\$5.64	\$0.72	12%	\$0.51	\$0.20	\$31.18
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$27.12	\$5.64	\$0.81	12%	\$0.51	\$0.20	\$34.28
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$30.14	\$6.64	\$5.30	12%	\$0.51	\$0.20	\$42.79
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$33.15	\$6.64	\$5.83	12%	\$0.51	\$0.20	\$46.33
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$36.17	\$6.64	\$6.37	12%	\$0.51	\$0.20	\$49.89
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$39.17	\$6.64	\$6.90	12%	\$0.51	\$0.20	\$53.42
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$42.20	\$6.64	\$7.43	12%	\$0.51	\$0.20	\$56.98
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$45.20	\$6.64	\$7.96	12%	\$0.51	\$0.20	\$60.51
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$48.21	\$6.64	\$8.49	12%	\$0.51	\$0.20	\$64.05
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$51.23	\$6.64	\$9.02	12%	\$0.51	\$0.20	\$67.60

† Article III Section 3.03 Inside Wireman's Agr.

* Employer Contributions

** Employee Deduction

Note: A Regular Shift consists of 8 hours (full fringes)

IBEW LOCAL 11 – JOURNEYMAN WIREMAN† - OVERTIME
Shift 2 (Swing Shift) - Effective July 30, 2007– DOUBLE TIME***

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$68.50	\$6.64	\$10.86	12%	\$0.46	\$0.20	\$86.66
Foreman (1.113 x Jrn. Rate)	\$76.24	\$6.64	\$11.09	12%	\$0.46	\$0.20	\$94.63
General Foreman (1.226 x Jrn.Rate)	\$83.98	\$6.64	\$11.32	12%	\$0.46	\$0.20	\$102.60
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$71.92	\$6.64	\$10.96	12%	\$0.46	\$0.20	\$90.18
Tunnel Elec. (1.100xJrn.Rate)	\$75.36	\$6.64	\$11.06	12%	\$0.46	\$0.20	\$93.72
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$83.84	\$6.64	\$11.32	12%	\$0.46	\$0.20	\$102.46
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$92.40	\$6.64	\$11.57	12%	\$0.46	\$0.20	\$111.27
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn.Tunnel)	\$79.12	\$6.64	\$11.17	12%	\$0.46	\$0.20	\$97.59
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$27.40	\$5.64	\$0.82	12%	\$0.51	\$0.20	\$34.57
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$30.82	\$5.64	\$0.92	12%	\$0.51	\$0.20	\$38.09
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$34.26	\$6.64	\$5.43	12%	\$0.51	\$0.20	\$47.04
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$37.68	\$6.64	\$5.97	12%	\$0.51	\$0.20	\$51.00
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$41.10	\$6.64	\$6.51	12%	\$0.51	\$0.20	\$54.96
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$44.52	\$6.64	\$7.06	12%	\$0.51	\$0.20	\$58.93
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$47.96	\$6.64	\$7.60	12%	\$0.51	\$0.20	\$62.91
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$51.38	\$6.64	\$8.14	12%	\$0.51	\$0.20	\$66.87
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$54.80	\$6.64	\$8.68	12%	\$0.51	\$0.20	\$70.83
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$58.22	\$6.64	\$9.23	12%	\$0.51	\$0.20	\$74.80

† Article III Section 3.03 Inside Wireman's Agr.
Note: A Regular Shift consists of 8 hours (full fringes)

* Employer Contributions

** Employee Deduction

IBEW LOCAL 11 – JOURNEYMAN WIREMAN†
Shift 3 (Graveyard Shift) - Effective July 30, 2007

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$45.00	\$6.64	\$10.15	12%	\$0.46	\$0.20	\$62.45
Foreman (1.113 x Jrn. Rate)	\$50.09	\$6.64	\$10.30	12%	\$0.46	\$0.20	\$67.69
General Foreman (1.226 x Jrn.Rate)	\$55.17	\$6.64	\$10.46	12%	\$0.46	\$0.20	\$72.93
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$47.25	\$6.64	\$10.22	12%	\$0.46	\$0.20	\$64.77
Tunnel Elec. (1.100xJrn.Rate)	\$49.51	\$6.64	\$10.29	12%	\$0.46	\$0.20	\$67.10
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$55.08	\$6.64	\$10.45	12%	\$0.46	\$0.20	\$72.83
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$60.71	\$6.64	\$10.62	12%	\$0.46	\$0.20	\$78.63
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jr. n.Tunnel)	\$51.98	\$6.64	\$10.36	12%	\$0.46	\$0.20	\$69.64
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$18.00	\$5.64	\$0.54	12%	\$0.51	\$0.20	\$24.89
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$20.25	\$5.64	\$0.61	12%	\$0.51	\$0.20	\$27.21
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$22.51	\$6.64	\$5.08	12%	\$0.51	\$0.20	\$34.94
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$24.76	\$6.64	\$5.58	12%	\$0.51	\$0.20	\$37.69
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$27.00	\$6.64	\$6.09	12%	\$0.51	\$0.20	\$40.44
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$29.25	\$6.64	\$6.60	12%	\$0.51	\$0.20	\$43.20
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$31.51	\$6.64	\$7.11	12%	\$0.51	\$0.20	\$45.97
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$33.76	\$6.64	\$7.61	12%	\$0.51	\$0.20	\$48.72
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$36.00	\$6.64	\$8.12	12%	\$0.51	\$0.20	\$51.47
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$38.25	\$6.64	\$8.63	12%	\$0.51	\$0.20	\$54.23

† Article III Section 3.03 Inside Wireman's Agr.
Note: A Regular Shift consists of 8 hours (full fringes)

* Employer Contributions

** Employee Deduction

IBEW LOCAL 11 – JOURNEYMAN WIREMAN† - OVERTIME
Shift 3 (Graveyard Shift) - Effective July 30, 2007– TIME AND A HALF

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$67.50	\$6.64	\$10.83	12%	\$0.46	\$0.20	\$85.63
Foreman (1.113 x Jrn. Rate)	\$75.14	\$6.64	\$11.05	12%	\$0.46	\$0.20	\$93.49
General Foreman (1.226 x Jrn. Rate)	\$82.76	\$6.64	\$11.28	12%	\$0.46	\$0.20	\$101.34
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn. Rate)	\$70.88	\$6.64	\$10.93	12%	\$0.46	\$0.20	\$89.11
Tunnel Elec. (1.100xJrn. Rate)	\$74.27	\$6.64	\$11.03	12%	\$0.46	\$0.20	\$92.60
Tunnel Elec. Foreman (1.224xJrn. Rate)	\$82.62	\$6.64	\$11.28	12%	\$0.46	\$0.20	\$101.20
Tunnel Elec. Genl Foreman (1.349xJrn. Rate)	\$91.07	\$6.64	\$11.53	12%	\$0.46	\$0.20	\$109.90
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn. Tunnel)	\$77.97	\$6.64	\$11.14	12%	\$0.46	\$0.20	\$96.41
Apprentice-Yr 1 Semester 1 (40% Jrn. Rate)	\$27.00	\$5.64	\$0.81	12%	\$0.51	\$0.20	\$34.16
Apprentice Yr 1 Semester 2 (45% Jrn. Rate)	\$30.38	\$5.64	\$0.91	12%	\$0.51	\$0.20	\$37.64
Apprentice Yr 2 Semester 1 (50% Jrn. Rate)	\$33.77	\$6.64	\$5.41	12%	\$0.51	\$0.20	\$46.53
Apprentice Yr 2 Semester 2 (55% Jrn. Rate)	\$37.14	\$6.64	\$5.95	12%	\$0.51	\$0.20	\$50.44
Apprentice Yr 3 Semester 1 (60% Jrn. Rate)	\$40.50	\$6.64	\$6.50	12%	\$0.51	\$0.20	\$54.35
Apprentice Yr 3 Semester 2 (65% Jrn. Rate)	\$43.88	\$6.64	\$7.04	12%	\$0.51	\$0.20	\$58.27
Apprentice Yr 4 Semester 1 (70% Jrn. Rate)	\$47.27	\$6.64	\$7.58	12%	\$0.51	\$0.20	\$62.20
Apprentice Yr 4 Semester 2 (75% Jrn. Rate)	\$50.64	\$6.64	\$8.12	12%	\$0.51	\$0.20	\$66.11
Apprentice Yr 5 Semester 1 (80% Jrn. Rate)	\$54.00	\$6.64	\$8.66	12%	\$0.51	\$0.20	\$70.01
Apprentice Yr 5 Semester 2 (85% Jrn. Rate)	\$57.38	\$6.64	\$9.20	12%	\$0.51	\$0.20	\$73.93

† Article III Section 3.03 Inside Wireman's Agr.

* Employer Contributions

** Employee Deduction

Note: A Regular Shift consists of 8 hours (full fringes)

IBEW LOCAL 11 – JOURNEYMAN WIREMAN† - OVERTIME
Shift 3 (Graveyard Shift) - Effective July 30, 2007– DOUBLE TIME ***

	Hourly Shift Rate*	Health & Welfare*	Pension +3% NEBF*	Vacation & Paid Holidays**	Appren. Training Program*	Labor Management*	Total Package
Journeyman Wireman	\$68.50	\$6.64	\$10.86	12%	\$0.46	\$0.20	\$86.66
Foreman (1.113 x Jrn. Rate)	\$76.24	\$6.64	\$11.09	12%	\$0.46	\$0.20	\$94.63
General Foreman (1.226 x Jrn.Rate)	\$83.98	\$6.64	\$11.32	12%	\$0.46	\$0.20	\$102.60
Cable Splicer, Welding, Instrumentation, NETA Certified (5% above Jrn.Rate)	\$71.92	\$6.64	\$10.96	12%	\$0.46	\$0.20	\$90.18
Tunnel Elec. (1.100xJrn.Rate)	\$75.36	\$6.64	\$11.06	12%	\$0.46	\$0.20	\$93.72
Tunnel Elec. Foreman (1.224xJrn.Rate)	\$83.84	\$6.64	\$11.32	12%	\$0.46	\$0.20	\$102.46
Tunnel Elec. Genl Foreman (1.349xJrn.Rate)	\$92.40	\$6.64	\$11.57	12%	\$0.46	\$0.20	\$111.27
Tunnel Elec. Cable Splicer Welding, Instrumentation, NETA Certified (5% above Jrn.Tunnel)	\$79.12	\$6.64	\$11.17	12%	\$0.46	\$0.20	\$97.59
Apprentice-Yr 1 Semester 1 (40% Jrn.Rate)	\$27.40	\$5.64	\$0.82	12%	\$0.51	\$0.20	\$34.57
Apprentice Yr 1 Semester 2 (45% Jrn.Rate)	\$30.82	\$5.64	\$0.92	12%	\$0.51	\$0.20	\$38.09
Apprentice Yr 2 Semester 1 (50% Jrn.Rate)	\$34.26	\$6.64	\$5.43	12%	\$0.51	\$0.20	\$47.04
Apprentice Yr 2 Semester 2 (55% Jrn.Rate)	\$37.68	\$6.64	\$5.97	12%	\$0.51	\$0.20	\$51.00
Apprentice Yr 3 Semester 1 (60% Jrn.Rate)	\$41.10	\$6.64	\$6.51	12%	\$0.51	\$0.20	\$54.96
Apprentice Yr 3 Semester 2 (65% Jrn.Rate)	\$44.52	\$6.64	\$7.06	12%	\$0.51	\$0.20	\$58.93
Apprentice Yr 4 Semester 1 (70% Jrn.Rate)	\$47.96	\$6.64	\$7.60	12%	\$0.51	\$0.20	\$62.91
Apprentice Yr 4 Semester 2 (75% Jrn.Rate)	\$51.38	\$6.64	\$8.14	12%	\$0.51	\$0.20	\$66.87
Apprentice Yr 5 Semester 1 (80% Jrn.Rate)	\$54.80	\$6.64	\$8.68	12%	\$0.51	\$0.20	\$70.83
Apprentice Yr 5 Semester 2 (85% Jrn.Rate)	\$58.22	\$6.64	\$9.23	12%	\$0.51	\$0.20	\$74.80

† Article III Section 3.03 Inside Wireman's Agr.
 Note: A Regular Shift consists of 8 hours (full fringes)

* Employer Contributions

** Employee Deduction

LETTER OF UNDERSTANDING

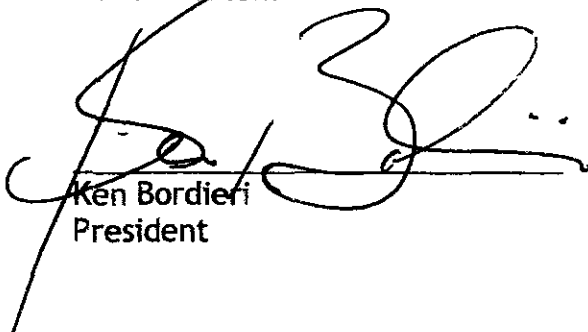
Draw vs. Commission
Thursday, March 02, 2006

The Company will make a one time bonus payment in the amount of \$500.00 [less normal withholding] for employees on Draw VS commission with a hire date prior to 1993. The list of employees eligible for this one time payment are attached, and initialed by the parties.

The company will review Draw VS commission areas, where the preponderance of employees in the department maintain significant deficits due to draw rates that exceed the earning potential. The intent of this review will be to determine if the compensation plan in place is the appropriate incentive for the department or the specific individuals. While the decision rests solely with the Company, the Company will discuss with the union potential alternative compensation programs for these individuals or the department, with the intent to better their incentive opportunities.

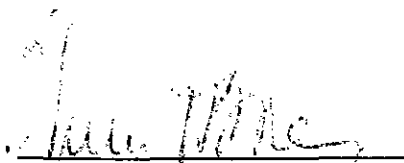
As agreed and understood:

For the Union:



Ken Bordieri
President

For the Company:



William H. Ives
GVP Labor Relations

LETTER OF UNDERSTANDING

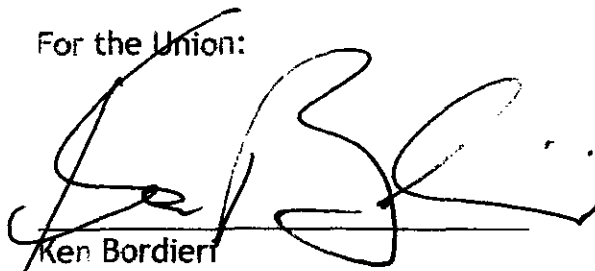
MEDICAL FLEX SPENDING ACCOUNT

Wednesday, March 01, 2006

- The Company will make a one (1)-time contribution in the amount of five hundred (\$500.00) dollars to the Medical Flex Spending account on behalf of each participant in that account who is also participating in the healthcare plans available to full-time employees effective July 01, 2006. The contribution will be applied to each account as soon as administratively feasible following the July 01, 2006 medical plan enrollment.
- The Company will make a second and final contribution in the amount of five hundred (\$500.00) dollars to the Medical Flex Spending account on behalf of those same participants as indicated in the first paragraph of this letter, providing that they remain a participant in the flex account plan effective July 01, 2007. This second contribution will be applied to each account as soon as administratively feasible following the July 01, 2007 medical plan enrollment.
- The Employee premiums to participants in the HiP HMO will, for the plan year July 01, 2007 through June 30, 2008, be the same as those in place during the July 01, 2006 through June 30, 2007 plan year. Subsequent employer contributions to that plan will be based upon the 2006 Memorandum of Agreement.

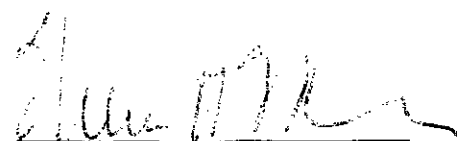
As agreed and understood:

For the Union:



Ken Bordieri
President

For the Company:



William H. Ives
GVP Labor Relations

Language proposed by Macy's East, submitted to Local 1-S on **February 26, 2006** for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

LETTER OF UNDERSTANDING

VACATIONS

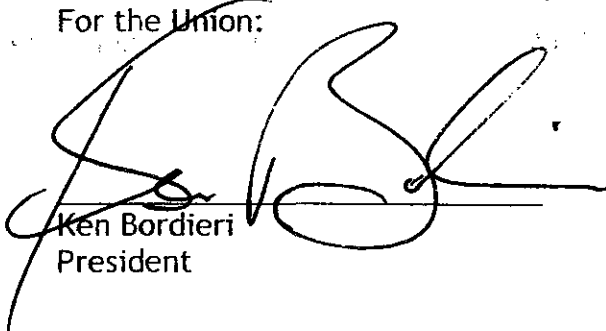
The employer and the union agree to meet and confer, upon conclusion of the 2006 negotiations, for the purpose of revising the procedure for scheduling vacations.

The issues to be addressed include cut-off dates by which vacation requests must be made, seniority preference within and over two vacation periods Spring (February - July) and Fall (August - January) and timely and formal management response to employee requests.

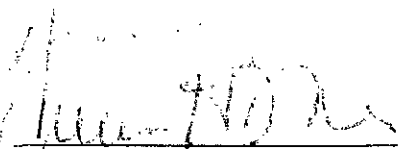
When the parties agree upon a revised procedure, it will be put in place for a trial period of one (1) year at the conclusion of which the parties may agree to continue the trial period, further review the procedure, or return to the procedure set forth in the collective bargaining agreement.

As agreed and understood:

For the Union:


Ken Bordieri
President

For the Company:


William H. Ives
GVP Labor Relations

Language proposed by Macy's East, submitted to Local 1-S on February 26, 2006 for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

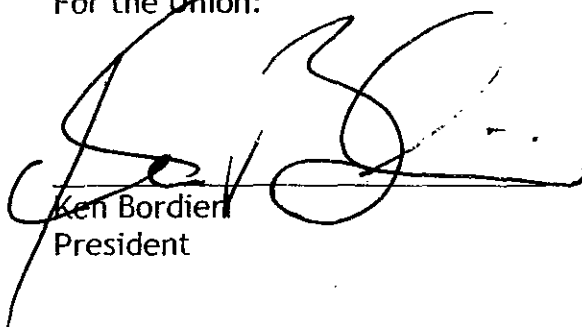
LETTER OF UNDERSTANDING

GRIEVANCE PROCEDURE

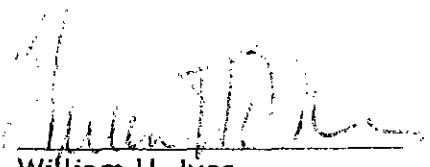
The Employer and the Union agree to meet and confer, upon conclusion of the 2006 contract negotiations, for the purpose of finding mutually agreeable methods of streamlining the current grievance procedure so as to achieve more efficient and quicker resolution of disputes. Methods mutually agreed upon will be put in place for a trial period of one (1) year at the conclusion of which the parties shall meet and confer again to determine whether to continue the trial period, modify the methods or return to the procedure set forth in the Collective Bargaining Agreement.

As agreed and understood:

For the Union:


Ken Bordier
President

For the Company:


William H. Ives
GVP Labor Relations

LETTER OF UNDERSTANDING

COMMISSION

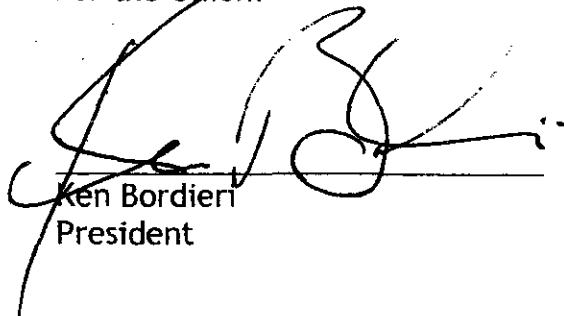
The employer will upon conclusion of the 2006 negotiations, review all areas currently compensated on draw vs commission to determine if the sales volume is at a level necessary to support this compensation plan.

Areas that are not currently producing sufficient volume to support draw vs commission in the employers opinion, will be converted to the base plus commission or the base hourly rate pay plan until such time as sales increase to the level necessary to support draw vs commission.

In addition, the Company will institute a tiered incentive commission plan in Draw VS Commission areas in 2006. Once employees reach a defined net sales volume during a fiscal year, their commission rate will be raised to a higher commission level which will remain in effect until the end of the fiscal year. At the beginning of the next fiscal year, the commission rate will revert to the normal commission rate. Part Time and Full Time employees will have differing volume plateaus and volume plateaus will be prorated for 2006 based upon date of implementation. The premium commission rate and volume plateaus will be determined by the Company and reviewed with the union.

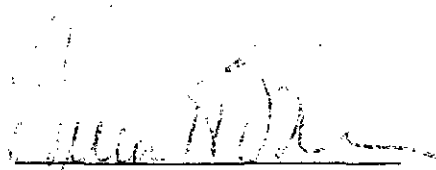
As agreed and understood:

For the Union:



Ken Bordieri
President

For the Company:



William H. Ives
GVP Labor Relations

LETTER OF UNDERSTANDING

CREDIT SOLICITATION

The current standard for credit solicitation for the 2006 performance year will be discontinued effective with ratification of this agreement.

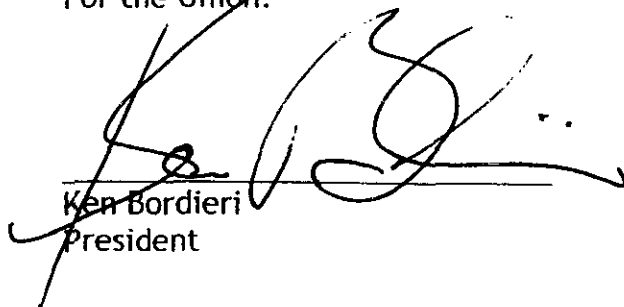
For Mid Year and Annual Review purposes in 2006, the standard will be reduced from the current standard of 26 accounts solicited to 16 new accounts (1 per 60 hours worked) processed through Express Credit per season. Performance weighting is expected to be approximately 15% of total performance.

will be no more than 15%

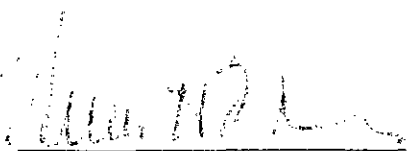
Standards for credit solicitation for Mid Year and Annual Review purposes are subject to change on an annual basis. While the company reserves the right to set performance standards, any revisions to these standards for the 2007 and forward performance years will be reviewed with the union prior to communication to employees.

As agreed and understood:

For the Union:


Ken Bordieri
President

For the Company:


William H. Ives
GVP Labor Relations

Language proposed by Macy's East, submitted to Local 1-S on **February 26, 2006** for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

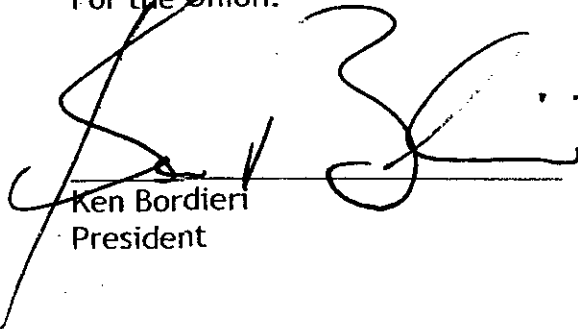
LETTER OF UNDERSTANDING

Placement Opportunities for Seasonal Back of House Associates

Effective upon ratification of the 2006 Collective Bargaining Agreement, Back of House (BOH) seasonal associates following completion of their assignments will be provided placement opportunities in open Front of House (FOH) positions in seniority order. This agreement does not alter the Employer's right and practice with respect to the application of seniority within job classification for layoff purposes.


As agreed and understood:

For the Union:



Ken Bordieri
President

For the Company:



William H. Ives
GVP Labor Relations

Language proposed by Macy's East, submitted to Local 1-5 on **February 26, 2006** for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

LETTER OF UNDERSTANDING

Grade 1 and Grade 2 Back of House Support Wage Grades

Effective upon ratification of the 2006 Collective Bargaining Agreement, Grade one (1) and Grade two (2) Back of House (BOH) support wage grade will be increased before the 2006 General Wage Increase. The wage grade will set at the higher of the two wage grades.

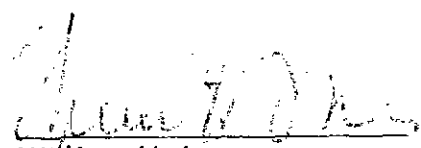
As agreed and understood:

For the Union:



Ken Bordien
President

For the Company:



William H. Ives
GVP Labor Relations

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

Letter of Understanding

Uniforms

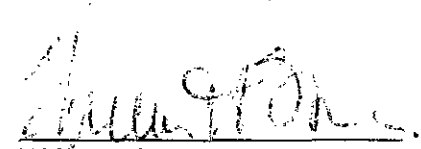
OK Ken
In connection with the employer's agreement to annually provide five (5) new uniforms for housekeeping employees, those employees who did not yet receive new uniforms within the past few months will receive them within six (6) months from date of this letter.

As agreed and understood:

For the Union:


Ken Bordieri
President

For the Company:


William H. Ives
GVP Labor Relations

Language proposed by Macy's East, submitted to Local 1-5 on *February 26, 2006* for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

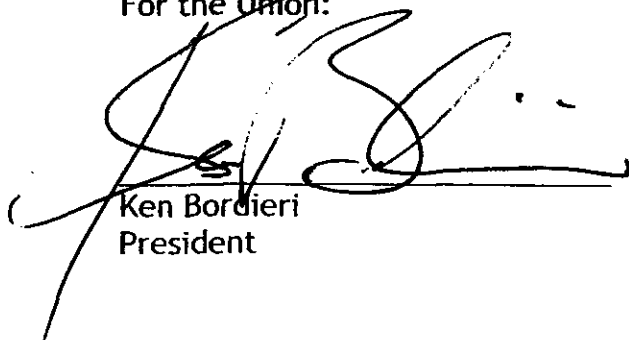
LETTER OF UNDERSTANDING

Tenth Floor Break Room

The Employer will build an air-conditioned break room on the 10th floor with completion of the construction targeted for July 01, 2006.

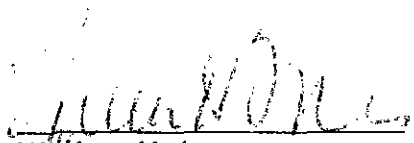
As agreed and understood:

For the Union:



Ken Bordieri
President

For the Company:



William H. Ives
GVP Labor Relations

SIDE LETTER OF UNDERSTANDING

Wednesday, March 01, 2006

1. Tenth Floor Break Room
2. Uniforms
3. Grade 1 and 2 Back of House Support Wage Grades
4. Placement Opportunities Seasonal Back of House
5. Credit Solicitation
6. Commission - Tiered
7. Grievance Procedure
8. Vacations
9. Medical Flex Spending Account - contributions
10. Commission - \$500.00 Draw vs. Commission

Wah

R

2006 1-5 CONTRACT LANGUAGE CHARITABLE FUND

The Company will contribute Forty Thousand dollars (\$40,000.00) per year to the Local 1-5 Charitable Fund, payable on or about March 31, 2006 and on or about March 1st thereafter for the duration of the agreement.

[Faint, mostly illegible text, possibly a signature or large watermark]

K.R.

[Handwritten signature]

182

10/2/06

STORE CLOSING / REPLACEMENT STORE ACCRETION

In the event that either of the Herald Square, Queens, Parkchester or White Plains stores is permanently closed for business at any time, and the Company opens a replacement store upon the closing of the aforementioned store, the Company will, prior to employing new hires, provide the employees of the store to be closed with a preferential transfer opportunity based on the availability of jobs, the individual's seniority, qualifications and ability to perform the available work.

Affected employees shall have the option to accept either the transfer opportunity or severance pay, as provided for in the collective bargaining agreement between the parties.

In order to facilitate an orderly and timely staffing of the replacement store, such option must be selected and declared in writing, on a form provided by the Company, by each employee within fourteen (14) calendar days after it is offered. If an individual fails to respond to such offer option within the above stated time period, the transfer opportunity will then be waived and the individual will be eligible only for severance pay. With the opening of the replacement store, the terms and conditions of the collective bargaining agreement, dated March 2006 will then apply to employees employed in the bargaining unit described in that agreement.

Language proposed by Macy's East, submitted to Local 1-S on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

SUSPENSIONS PENDING INVESTIGATION

Section 7.01, 1989 MOA

OK *Ken*
Add second paragraph as follows:

When an employee is suspended without pay pending further investigation, the employer will complete the investigation within two [2] calendar weeks unless the suspended employee does not make himself/herself available for further interviews during that time or the nature of the case involves interviewing numerous witnesses or detailed fact gathering in order to conduct a full and fair investigation. The employer will give the union a weekly status report regarding the expected completion time for the investigation.

Language proposed by Macy's East, submitted to Local 1-S on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

INVESTIGATORY INTERVIEWS

When the Company conducts an investigatory interview that may or may not result in discipline of an associate, the Company representative will allow the presence of a Shop Steward upon the request of the associate.

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

UNION ACCESS

~~Section 2.06 1989 MOA & 1999 MOA~~

The Company shall allow access to the stores covered by this Agreement to officers of the Union at reasonable times and upon reasonable advance notice for the purpose of observing working conditions and adherence to the terms of this Agreement. Management reserves the right to limit access to secured areas and areas not used by bargaining unit members. Union officers granted such access will not interfere with the operation of the business or the performance of work by employees. Advance notice is not required for store visits during public selling hours.

Upon receipt of at least one [1] hour notice to the Vice President of Labor Relations or designee, union officers will be granted access to secured areas where bargaining unit members are performing bargaining unit work if an urgent situation exists. The Company and the Union acknowledge that an urgent situation is one that has the potential of affecting the health and safety of employees.

The Company will grant union officers access to overnight operations upon receipt of a written request 48 hours prior to the scheduled visit and to secured areas during store open hours upon receipt of written request 24 hours prior to scheduled visit.

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 14, 2006, for the purpose of collective bargaining. Highlighted sections are for reference only and not intended to be all inclusive

Article II Union Recognition

Section 2.02 - replace first paragraph:

The Employer shall have furnished the Union with the names of all Regular Employees on or before the date upon which they become Regular Employees. All Regular Employees who are not members of the Union shall apply for membership in the Union on or before the thirtieth [30th] day following the signing of this agreement or the date upon which they become Regular Employees, whichever is the later and subject to applicable law shall maintain such membership, provided that Christmas employees, i.e., those hired between October 10 and December 31 of any year, who are retained beyond December 31 of any year shall have through January 30 of the next year within which to apply for Union membership

Christmas temporary employees who assume a regular position within 60 days of the end of their temporary assignment, will have their hire date restored to their most recent hire date prior to the end of their temporary assignment. The probationary period for these associates shall commence upon the first day of placement in their regular position.

Language proposed by Macy's East, submitted to Local 1-5 on **February 26, 2006** for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

Performance Counseling

Language to be added to page 10 of 1999 M.O.A. - Performance Counseling:

- ☐ Non-selling Time Adjustment sheets must be approved and signed by an employee's direct supervisor
- ☐ Copies of approved Non-selling Time Adjustment Sheets will be made available to the associate
- ☐ An associate may grieve and arbitrate not receiving, or the processing of, approved and documented non-selling time.

Vendors & Contingents

1. For the purpose of compliance with the collective bargaining agreement, the Company will, on a quarterly basis, make available to the union information on the frequency of vendor representatives performing work ordinarily performed by staff employees.
2. For the purpose of compliance with the collective bargaining agreement, the Company will, on a seasonal basis, analyze the scheduled use of contingents/per diems with the purpose of insuring that the use of such employees does not preclude the hiring of a temporary employee or regular employee for that schedule.

Reviewed Sunday 2-26-06
w/ Ken + [unclear]

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

CHANGING TIME

Replace Section 14.01 of the 1989 CBA

A dressing allowance of ten [10] minutes at the beginning of the shift and ten [10] minutes at the end of the shift will be allowed and will be paid for by the Employer for employees who are required by the Employer to make a complete change of outer clothing for the purpose of wearing a specific uniform as provided by the Company or vendor. Change of clothing excludes the addition of smocks or other garments on top of non-work clothing. It is understood that this time will be scheduled by the Employer within the regular working day.

The Employer or Vendor shall supply all uniforms. Housekeeping associates will be supplied a minimum of five (5) uniforms per associate per year.

The employer shall provide a uniform cleaning service for Housekeeping uniforms and Company supplied cold weather jumpers.

ok

RS

Local 1-S Draft

February 15, 2006

Add new paragraph following 3.17 [A] and 18:

In addition to all other rights provided in Section 3.17 of the 1989 Memorandum of Agreement and §18 of the 1993 Memorandum of Agreement, the Company will offer these affected employees as described in No. 18 of the 1993 Memorandum of Agreement the option of a severance allowance under the provisions of § 16.01 of the 1989 Memorandum of Agreement.

The Company will notify the Union five (5) working days prior to presenting this option to an employee. At the employee's request a union representative shall be present during the presentation of this option to affected employees.

Employees who elect the option shall have five (5) working days to reconsider their decision.

RS

1/1/06

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

ATTENDANCE DISCIPLINE

1999 MOA "Attendance Discipline"

Add the following paragraph to the end of the language:

In the event that an employee is absent from work due to illness intermittently over the course of a rolling seven [7] day period, the absence will be considered a single occurrence provided the illness is certified by a medical doctor as intermittent.

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

PROBATIONARY PERIOD

AMEND ONLY the probation period portion of Section 7.12 of the 1989 CBA

Notwithstanding anything herein contained, the Employer shall have the right in its discretion, and without right of arbitration on the Union's part, to discharge any employee for inefficiency or incompetency within an employee's probationary period of sixty (60) days from date of hiring of such employee.

From the period of 61 days from the date of hiring through and including the 90th day of employment, the Employer shall have the right in its discretion, and without right of arbitration on the Union's part, to discharge any employee for unacceptable Sales Productivity or Time and Attendance.

Language proposed by Macy's East, submitted to Local 1-S on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

OK Ken

Section 4.12 - NEW SECTION

In the event that a part-time employee works full time hours for more than 50% of the weeks during the first and second fiscal quarter combined or during the second and third fiscal quarter combined, that person shall be offered a Full-Time position within 30 days of the close of the fiscal quarter.

In the event that a Short Hour employee works full-time or part time hours for more than 50% of the weeks during the first and second fiscal quarter combined or during the second and third fiscal quarter combined, that person shall be offered a Full-Time position, (or Part-Time position) [if applicable to the hours worked] within 30 days of the close of the fiscal quarter.

March 1, 2006

Extra Hours

Open weekday and weekend additional hours within a staffing zone will be made available to those Associates who, should they accept the additional hours, will not cause the Associate to work "overtime". Associates will be offered these additional hours based upon seniority within the Staffing Zone, first to Full Time Associates, then to Part Time Associates and then to Short Hour Associates. The Company is not required to split open shifts.

KB

5

Language proposed by Macy's East, submitted to Local 1-S on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

Schedule Posting

Replaces everything in old CBA from "The weekly working schedule..." to end of section 4.07 -

The weekly working schedule shall be made available on each Monday for the following work week and the Employer shall adhere to such schedule unless the employee affected consents to a change.

Language proposed by Macy's East, submitted to Local 1-S on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

Inventory

~~Section 4.06~~

1999 MOA Re: Inventories

~~Delete Section 4.06 - obsolete~~

Replace with the following:

Inventory

Employees will be required to work a maximum of 2 [two] inventories per calendar year.

Any employee who works an inventory beyond 11:00 PM, and works until released, will receive a \$15.00 pay adjustment for transportation.

The Company will in so far as practical, not schedule employees who work an inventory past 11:00 PM for 7:00 am the following day.

10/25/20

Employees will be required to work no later than 30 minutes following store closing: except during inventory periods and during the period of Christmas night openings [The Friday after Thanksgiving thru December 26th]. During the period of Christmas night openings, Employees may be scheduled to work no later than 45 minutes following store closing. An employee may be released at an earlier time with approval from the designated manager.



Scheduling



Section 4.01 - new paragraph:

Add a 3rd paragraph as follows:

Scheduling provisions - Full-Time selling employees hired April 1, 2006 and later:

The normal work week of all full-time Regular employees with a most recent hire date of April 1, 2006 and later shall consist of thirty-five [35.0] to forty [40.0] hours of work completed within five [5] days, and the daily schedule shall consist of seven and one-half [7.50] hours up to eight [8.0] hours per day. One of these weekdays may be scheduled at five [5.0] hours [a "short day"] at the Company's discretion, with the weekly scheduled hours remaining a minimum of thirty-five [35.0]. For purposes of paid time off benefits, Employee records will reflect a thirty-seven and one-half [37.50] hour base schedule.

During the course of a calendar year, employees will be scheduled 35 hours no more than 16 weeks, 40 hours no more than 15 weeks, and the remaining weeks scheduled at 37.50 hours.

During those 15 weeks when Full Time employees on this schedule are extended to 40 hours per week, a 40 hour schedule will be made available to those Full-time employees with a hire date prior to April 1, 2006 during that same week. Acceptance of those additional hours is voluntary on the part of those employees with a hire date prior to April 1, 2006 [with the exception of those employees with a hire date prior to April 1, 2006 who voluntarily requested to assume the new Full Time schedule]

Employees with a date of hire prior to March 3, 2006 may elect the new schedule and may revert to their original schedule one [1] time during their employment. Employees with a date of hire prior to March 3, 2006 who change jobs or positions may retain the 7.5 hour day [37.50 hour work schedule] if they so elect.

Section 4.05 1989 MOA

Add following the first paragraph:

In a store where the majority of normal store closing hours during the weekdays are later than 10:00 PM, Full-time employees with 25 or more years of service will be scheduled for no more than one night later than 9:30 PM. This excludes the period of Christmas night openings [The Friday after Thanksgiving thru December 26th] and the weeks in which each inventory occurs.

Language proposed by Macy's East, submitted to Local 1-S on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

The decision of the Company regarding promotions and cross-classification transfers is not subject to arbitration.

Lateral Transfers

Employees who meet those same qualifications as indicated above may be considered for lateral positions [available open alternative schedules] within their own department.

Employees who request a transfer to an available schedule in their own department (or job classification if support) will be given first preference over outside candidates, provided they have completed an interest form prior to the posting of the position or prior to the interviews commencing for outside candidates.

Pay provisions governed by schedule [commission rates, night differential, "Night Position"] will apply.

In the event that more than one individual within a department has expressed interest in a lateral transfer within their department, all other qualifications being equal, the individual with the most seniority will be given preference.

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

PROMOTIONS/TRANSFERS

1999 MOA "Promotion to Higher Paying Job"

Replace entire section with the following:

Effective the week following ratification of the agreement, and for the duration of the Collective Bargaining Agreement, the Company will post bargaining unit job vacancies on a weekly basis in each store. Positions will be posted in the Associate Break Room and supplied to the union weekly.

Promotions & Transfers to Other Job Classifications

Employees will be eligible for promotion to a higher paying job or transfer to other job classifications if they meet the following qualifications:

1. Have completed a minimum of six months of service
2. Associate is in good standing and not on current disciplinary proceeding,
3. Has completed two fiscal quarters in their current assignment [if in a selling position]
4. Have completed a Job Interest Form and submitted to the Human Resource Department (a copy of which will be given to employee)

The Company will give priority consideration to and will interview all Associates who have completed a Job Interest Form for a particular posted position. If an internal candidate is deemed most qualified by the employer and where in the opinion of the employer the ability of the employees eligible for such position is equal, the position shall be offered to the most senior employee.

Due to the necessity to fill open positions in a timely manner in order to insure optimum service to our Customers, the Company will not "hold" positions for consideration of individuals who have not completed a job interest form prior to the date of the posting.

However, if a qualified individual is identified and hired externally prior to full consideration of internal candidates, those internal candidates who have expressed interest in the position will be interviewed and will be given consideration for the next available position, if deemed qualified by the Company. If an individual is deemed not qualified by the Company, the reasons will be shared with the Employee and the Job Interest Form will be removed from further consideration for the specific position indicated. The Employee may reapply for same/similar position following six months from the date of interview for the original position.

Language proposed by Macy's East, submitted to Local 1-5 on this date: 2/14/06, for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

OK

Personal/Sick Days

Last bullet under "Personal Days Sick Days" in the 1999 MOA, replaced with the following:

~~In addition to those Personal/Sick Days granted based upon status, base schedule and length of service,~~ Employees represented by Local 1-5 may also participate in the Exceptional attendance recognition program during the Christmas Season. The Company retains the sole and exclusive right to change, modify or discontinue this recognition program. However, if the program is offered, it will be offered to those employees represented by Local 1-5 under the same terms and conditions as the majority of Associates in Macy's East.

Language proposed by Macy's East, submitted to Local 1-S on **February 26, 2006** for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

VACATIONS

Article VI - Vacations

Modify Schedule A.1- Vacations of the 1999 MOA as follows:

3. Borrowing Against Earned Vacation

Vacation must be taken within the fiscal year it is earned and accrued. Associates may take vacation prior to its actual accrual by "borrowing" against anticipated earned vacation during the year. Vacation may be taken in single days or up to the full entitlement, subject to the prior approval of the Supervisor.

6. All Paid Time Entitlement Must Be Exhausted Prior To Any Unpaid Leave Of Absence:

Add a second paragraph as follows:

Employees granted a personal leave of absence may elect to defer one (1) week of vacation for use upon their return from the approved leave of absence. If the employee returns from the personal leave of absence in a new fiscal year they must use the deferred week of vacation within eight (8) weeks of their return.

7. Retirement

Associates who meet the Federated definition of a bonafide retiree for benefit purposes [age 55, 15 year continuous service] or those with 25 continuous years of service, regardless of age, are considered 100% vested in vacation, regardless of termination [retirement] date.

Language proposed by Macy's East, submitted to Local 1-5 on this date: February 28, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

HOLIDAYS

Article V - Holidays

Replace 1999 provision "Article V - Holidays" as follows:

Section 5.01. Regular Employees other than those employed in division or departments which normally operate on Sundays and holiday, shall not [except as otherwise provided in this Article] be required to work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Regular Employees are defined as all regular associates who work a base schedule of 12 hours a week or more and have completed 90 days of continuous service.

Those employees on a base schedule of less than 12 hours per week, as of the date of ratification of this agreement, will retain eligible for holiday benefits.

[a] Easter Sunday: Regular Employees who work Sundays on a regular or rotating basis and who would have been scheduled to work Easter Sunday, will be paid for the day.

[b] Martin Luther King Day: While Holiday Pay Provisions do not apply to Martin Luther King Day, Regular Employees are not required to work on this day. Those employees who are scheduled to work on Martin Luther King Day may utilize a Personal, Compensatory Day or Vacation Day for the day if requested of their Supervisor a minimum of two weeks in advance, provided one is available. Employees who elect to not work this day and who have no paid time off (PTO) benefits available will not receive any absenteeism points for that day.

Section 5.03 [1999 MOA]: No change

Section 5.06 - 1999 MOA:

Replace first paragraph with the following:

Any Regular Employee who was not scheduled to work on a holiday, but was requested to do so by their department or divisional manager, will receive Holiday Pay plus time and one-half for all hours worked that holiday. Holiday pay is calculated as weekly scheduled hours divided by weekly scheduled days. This provision includes base plus commission associates.

Add the following new paragraph at the conclusion of this section:

Eligible employees who work the holiday may elect to receive a compensatory day in lieu of Holiday pay. The compensatory day is calculated as weekly scheduled hours divided by weekly scheduled days. Compensatory days earned must be used within six months of the holiday on which it was earned.

Language proposed by Macy's East, submitted to Local 1-S on this date: February 20, 2006 for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

Home Early

Modify Schedule C of the 1989 MOA and "Home Early due to illness".
Replace as follows:

B [6]:

Notwithstanding anything to the contrary herein contained, any Regular Employee who is sent home by the Employer because of an accident on the job, shall be paid in addition to time worked the remainder of his scheduled hours of such day.

In addition, any Regular Employee with 25 years of service, who is sent home by the Employer because of illness after he has worked four [4] or more hours, shall be paid in addition to time worked the remainder of his scheduled hours of such day.

Language proposed by Macy's East, submitted to Local 1-5 on this date: ¹⁵2/14/06, for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

OK Kar
2-56

Shopping Allowance

Replace Section 14.15 1989 MOA with the following:

The shopping allowance for Regular Employees and retirees and their eligible dependents shall be the same as that provided to the majority of employees of Macy's East. The method of administering the foregoing shall be determined by the Employer.

Language proposed by Macy's East, submitted to Local 1-5 on this date: 2/15/06, for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

OK

OK

Jury Duty

Replace Section 14.13 [1989] in its entirety

For each full day that a Regular Employee is required to serve on jury duty, the Employer shall pay the employee their regular daily scheduled hours. Pay will be either base hourly rate or vacation rate [if vacation rate is the pay method for paid time off].

If such jury duty for any days will end prior to the close of such employee's regular scheduled working day, such employee will be expected to work the remainder of his regular working schedule, and "jury duty pay" shall be limited to those daily hours the employee did not work as a result of Jury Duty. Employees will not be paid in excess of their normal daily schedule.

If an employee is called to jury duty while on vacation, those days scheduled for jury duty will be credited back to the employee to take at another time.

For employees on an overnight schedule that ends between 2:00 AM and 10:00 AM the day of jury duty service, the employee will not be required to work either [a] their normal shift prior to their scheduled time to participate in jury duty or [b] their normal shift on the day their jury duty service has ended. The day elected will be the day for which jury duty pay applies.

The company reserves the right to request verification of duty to serve.

OK

OK

Agreement OK

Local 1-S Draft

Bereavement Pay

Section 13.04 to read:

A leave of absence of five (5) calendar days shall be granted to a Regular Employee for any time lost from his/her regular work schedule because of death in his/her immediate family.

Immediate family is defined as mother, father, husband, wife, domestic partner, sister, brother, grandmother, grandfather, son or daughter, grandson or granddaughter, mother/father-in-law and any relative living in the same household.

If all five (5) days are scheduled working days, they shall be considered an excused paid absence. In the event an employee does not have a minimum of two scheduled working days within the five (5) calendar days following death, the employee shall nevertheless be entitled to his first two scheduled working days off with pay. Pay is calculated as the normal scheduled daily hours at base hourly rate, or vacation rate, if applicable to employee's pay plan. If the funeral of a member of the immediate family is on a scheduled working day later than the paid leave of absence provided herein, then the employee may defer use of one (1) or up to the five (5) days and utilize those days deferred for attending the funeral.

If such death occurs during the period when an employee is ⁺at work, he/she will be excused for the remainder of the day with pay. the next day shall be considered the first calendar day.

A Regular Employee shall be granted one (1) day with pay to attend the funeral services of a relative who is not defined herein as immediate family.

The Company may, at its discretion, request verification of the relationship to the employee and verification of death. In the absence of a dispositive obituary or funeral home notice, a detailed self certification shall serve as verification, if requested.

Language proposed by Macy's East, submitted to Local 1-5 on this date: _____ for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

AS
OK

Adoptive Parents Assistance

Effective with the ratification of this agreement, All regular status Associates who meet the eligibility provisions for leave time under the Federal Family & Medical Act i.e. 12 months of continuous service and completion of 1,250 hours of work in the 12 months immediately proceeding the event, will be eligible for up to three weeks paid for the purpose of adoption. The Paid leave is to run concurrent with Family Medical Leave Benefits.

The purpose of the paid leave is to provide the opportunity for travel and time off with pay in preparation for and assumption of guardianship of a child.

The Company retains the right to request verification of the intent to adopt through submission of legal guardianship documentation.

Due to the unpredictability of both domestic and foreign adoptions, the Company may permit time off prior to the assumption of legal guardianship to accommodate long-distance travel or any applicable waiting period prior to the assumption of legal guardianship.

In the event that [1] exception was made for Adoption Benefits pay prior to the adoption to allow long-distance travel and the placement of the child did not occur, [2] the Associate assumed guardianship of the child but guardianship was terminated, or [3] a similar event occurred resulting in the child not being placed with the employee, the Company may not, at its discretion, seek reimbursement of any paid time off benefits processed. The Company may request documentation as appropriate.

The paid time off adoption benefit may be taken intermittently in full week increments. Total benefits must be exhausted within 12 months of placement of the child.

The total paid time off for each eligible associate under the Adoption Assistance plan will not exceed three weeks within a 12-months period. Adoption benefits are available per event, not per child. If, for example, an associate adopted two children, the benefits available would not exceed three weeks.

Language proposed by Macy's East, submitted to Local 1-S on this date: _____ for the purpose of collective bargaining.

Dependent Care Account

The Company will make available to Full-Time Regular Associates, with six consecutive months of service, participation in a dependent Care Flexible Spending Account, designed to provide the Associate with the means to pay for dependent care expenses on a pre-tax basis, up to a current maximum of \$5,000 per year. The plan design and administrative processes of this plan are governed by the reservation of rights clause of this collective bargaining agreement.

Language proposed by Macy's East, submitted to Local 1-5 on this date: _____ for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

OK Ram
2-28
KS

Replace 1999 MOA "Maternity Leave" in its entirety:

Effective on or after July 1, 1999, the employee must

1. Be an active, regular employee
2. Be regularly scheduled to work a minimum base schedule of 20 hours per week
3. Have a minimum of one year of continuous service on the first scheduled day of such leave
4. Be leave eligible at the time of the requested leave

Leave of Absence

Upon meeting the eligibility criteria, as indicated above, the employee may request an unpaid leave of absence due to pregnancy. This leave will be granted for a period not to exceed six [6] months.

In the case where there is eligibility for both the Maternity Leave and the Federal Family and Medical leave, both shall run concurrently. Neither the Maternity Leave or the Family and Medical Leave can be used to extend the length of the other.

In no case can a leave, the Maternity Leave included, when combined with or taken in addition to any other leave, exceed the regular maximum of twenty-six [26] weeks within a continuous twelve [12] month period. However, consideration can be given for an extension under any other leave policy or program for which the employee may be eligible.

In the event that the employee elects a leave that exceeds 13 weeks [up to the maximum of 26 weeks], placement upon the return from leave will be into a substantially comparable position. The identical position cannot be guaranteed due to the length of the leave.

Disability Pay: Disability pay during a Maternity Leave shall be paid in accordance with the disability program for which the employee is eligible

I-S Healthcare

	Plan Cost				7/1/06 Employee Cost (Current)				Proposed Employee Cost			
	Single	Double	Family		Single	Double	Family	EE %	Single	Double	Family	EE %
HIP Regular Benchmark	323.95	647.90	907.06	Pre 99	202.29	404.56	566.41	50%	157.57	315.14	441.20	49%
				Post 99	218.47	436.92	611.72	54%				
New Primer PPO	332.76	665.51	931.72	Pre 99	166.38	332.76	465.86	50%	166.38	332.76	465.86	50%
				Post 99	179.69	359.38	503.13	54%				
New Basic PPO	300.21	600.41	840.58	Pre 99	150.11	300.21	420.29	50%	133.83	267.65	374.72	45%
				Post 99	162.11	324.22	453.91	54%				
New Basic PPO	268.13	536.26	750.76	Pre 99	134.07	268.13	375.38	50%	101.75	203.50	284.90	38%
				Post 99	144.79	289.58	405.41	54%				

Assumption

Co Contribution

- 50% of highest cost plan offered; excluding benchmark plan
- Dental: employee assumes full plan cost

for reference only

Language proposed by Macy's East, submitted to Local 1-5 on this date: _____ for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

Short Hour Medical Plan

Effective July 1, 2007, the Short Hour Medical Plan for grandfathered employees will be discontinued.

Participants in that plan will be provided the opportunity to join the Medical and Dental Plan Options made available to Regular employees who are classified as Full Time.

Employee contribution to the cost of medical coverage for those former participants in the Grandfathered Short Hour Medical plan who transition to Full-Time Options effective 7/1/06 will be 35% of the cost of the plans offered each year.

The election option to join the plans made available to full-time employees is a one time election. In the event that the employee does not elect coverage in a full-time plan, they must meet the normal eligibility criteria to join the plans at a later date and will contribute the same as other participants in the plans.

Language proposed by Macy's East, submitted to Local 1-S on this date: _____ for the purpose of collective bargaining. Highlights intended for ease of reference only and are not intended to be all inclusive

1999 MOA, page 48: MEDICAL/DENTAL PLANS Full-Time Employees

Medical Plan Options

Effective July 1, 2006, the HIP HMO Plan will be designated the "Substantially Comparable Plan" and governed by the substantially comparable provisions of the agreement

Medical Plan Cost Share

Effective July 1, 2006, the Company contribution to Full-Time Medical Plans will be 50% of the highest cost plan other than the Benchmark Plan.

As a result, effective July 1, 2006, employees currently contributing 50% or 54% of the cost of healthcare plans will have their percent contribution lowered as follows:

July 1 2006
Employee Contribution

HIP HMO	49%	
New PRIME Plan	50%	[current highest price non-benchmark plan]
New Basic Plus Plan	45%	
New Basic Plan	38%	

Subsequent years, the plans will undergo re-pricing as per current practice, and the new rates will reflect a company contribution to each plan equal to 50% of the highest price plan, other than the Benchmark Plan

The HIP HMO Plan [or a substantially comparable plan] will continue to be made available to participants ~~during the life of this agreement~~, however, effective July 2, 2008, the plan will accept no new entrants.

In conjunction with open enrollment, the Company will make available to eligible employees a medical flex spending account, for which they can have payroll deductions on a pretax basis for reimbursement of eligible medical expenses. The plan offered will be the same plan as is available to the majority of employees of Macy's East.

The Company will continue to make dental coverage available to those employees who participate in full-time medical options. These plans will be fully employee paid.

Agreement 01

Local 1-S Draft

February 2, 2006

Use of Retirees Per Diem Temps

The Company and the Union recognize that retirees (age 55 with a minimum of 15 consecutive years of service) who are qualified to work and willing to work are a valuable source of contingent employees. Therefore, retirees who are qualified and willing to work shall make known their interest to work by informing the Human Resource Department in a store covered by the Agreement. A list of those retirees shall be maintained in each such store. The Company agrees that persons on that list will be given preference over outside hires to fill the positions.

Retirees will be compensated at a minimum of \$10 per hour and are not eligible for benefits.

W.D. Language proposed by Macy's East, submitted to Local 1-5 on this date: February 23, 2006, for the purpose of collective bargaining. Highlights are for guidance only, and are not indicative of all language changes.

DISCOUNT - Retiree

OK *Ken*

1999 Memorandum of Agreement

Replace current provision with the following:

Effective with retirements on and after the ratification of this agreement, eligibility for retiree discount will be at least age 55 and 15 years of consecutive service, or 25 consecutive years of service regardless of age. Retiree discount benefits will be at the rate which is the same as for other Macy's East active hourly paid employees and may change from time to time.

Pension

Section 17.09 and 1993 MOA

Revised the minimum monthly retirement benefit per year of service as follows:

Years of Continuous Service at age 65*	Minimum Monthly Retirement Benefit Per Year of Service
5-14	\$7.75
15-19	\$8.25
20-24	\$9.75
25-29	\$13.00
30-40	\$14.50

Language proposed by Macy's East, submitted to Local 1-5 on this date: _____, for the purpose of collective bargaining. Highlights intended for ease of reference only as to the progressive changes as the result of collective bargaining and are not intended to be all inclusive

Overnight Positions

Overnight Positions

Effective July 30, 2006, those night employees who are regularly scheduled for the following hours will be designated "Overnight Positions".

Shifts that start after 9:30 PM and before 3:00 AM

Designated overnight positions include:

- Overnight START Team
- Overnight Processing
- Overnight Housekeeping
- Overnight Vendor Stock
- Overnight Signing/Pricing Team
- Overnight Support Leader

Individuals with this designation will be paid all benefit hours at a rate 10% above their base hourly rate.

- WJH*
- Newly hired employees will earn commission at the "regular" commission rate following 13 weeks of employment

Add 4th bullet:

- If a draw versus commission area has a temporary reduction in square foot selling floor space of 50% or greater, Associates will be eligible for earnings adjustment as follows:
 1. Pre-event 52 week sales TY VS LY for both Department and Store is compared
 2. Following the return of the selling floor space, the same comparison is completed to determine if the difference in sales trend, due to the reduced floor space, establishes the need for pay adjustment.
 3. If the difference in sales trend has eroded, employee will be compensated the percent difference times the commission earned during event.

Example

Pre-event sales trend Department:	Up 5% VS Last Year
Pre-event sales trend Store:	Up 2% VS Last Year
Conclusion:	Department trending better than store by 3%

Event sales trend Department:	Up 3% VS Last Year
Event sales trend Store:	Up 2% VS Last Year
Conclusion:	Department now trending only 1% better than store

Adjustment:

Employees commission paid during reduced floor space period:	\$5,000
Adjustment:	2%
Bonus:	\$100.00

Compensation/Pay Practices - DRAW VS COMMISSION PAY PLAN

Deficit Wipeoff

All Draw VS Commission Associates will have their deficit eliminated on a one time basis effective the last fiscal Saturday in March, 2006.

1999 MOA - Draw VS Commission Pay Plan

DRAW

Delete line: "Draw is not subject to re-evaluation"

Replace with the following:

Draw VS Commission employees in their assignment for an entire fiscal year will be eligible for an annual draw rate reevaluation. Draw rate will be calculated as follows

$$\begin{array}{c} \text{Commission earned [fiscal year]} \\ \text{Divided by} \\ \text{Productive Hours [fiscal year]} \\ \times \\ 60\% \text{ equals} \\ \text{New draw rate} \end{array}$$

The recalculated draw rate will not be below the following:

\$9.00 per hour in Furniture, Mattresses
\$7.50 per hour in all other Draw VS Commission Areas

Those employees who underwent a conversion rate calculation as a result of the 1999 collective bargaining agreement will retain the higher of either their current draw rate or their new draw rate.

Draw rates will be effective the first fiscal Sunday each May, beginning May 2006.

COMMISSION

5th bullet - delete "Unidentified returns" effective June 4, 2006

COMMISSION EARNINGS

Add 3rd bullet:

Language proposed by Macy's East, submitted to Local 1-S on this date: _____, for the purpose of collective bargaining. Highlights intended for ease of reference only as to the progressive changes as the result of collective bargaining and are not intended to be all inclusive

Credit Solicitation

Effective upon ratification of this agreement, the Company will discontinue quarterly discipline for credit solicitation and the current requirement of 13 accounts per quarter will be discontinued.

The Company and the Union acknowledge the importance of credit solicitation as an important component of a Sales Associate's job and furthermore, that there is a performance expectation that employees attempt to solicit new credit accounts.

As such, Credit Solicitation will be an important component on the employees seasonal and annual performance evaluation. In the event that an employee has unacceptable performance in credit solicitation, the necessity for performance counseling/discipline will be considered within the context of their overall performance evaluation, with appropriate standards that recognize not only meets expectations performance, but recognizes exceptional performance as well.

New credit criteria for Seasonal and Annual performance review purposes will be developed for the 2006 performance year. This reduced criteria will be utilized for performance evaluations during this current year.

While the Seasonal and Annual performance process is the appropriate vehicle to determine overall performance of the Associate, not attempting to solicit credit is, at the same time, not appropriate either.

Those employees who are currently on discipline based upon the current requirement of 13 per quarter will have their discipline removed from their records, with the exception of those who have not opened an average of three per quarter or an equivalent cumulative period since discipline was first administered.

Performance counseling outside of the Mid-year and Annual Review process will be on an exception basis only, and reserved for those employees with an average quarterly solicitation that averages zero or less than one per month.

11/1/89

Section 3.06 - 1989 Collective Bargaining Agreement

[Signature]

Add the following extension to the last sentence:

, with the exception of those employees who receive a performance rating of Exceeds Expectations or higher as per section 3.24 of the Collective Bargaining Agreement. Employees with a performance rating of Meets Expectations will receive their scheduled General Wage Increase as a lump sum payment calculated as base scheduled weekly hours X the amount of the scheduled General Wage Increase X [times] 52 weeks.

When

Section 3.23 - 1989 Collective Bargaining Agreement

Add new paragraph following first paragraph.

Applicability to eligibility for the General Wage Increase: As this section pertains to the scheduled General Wage Increase, the Company agrees that no more than 6% of those employees eligible for the scheduled General Wage increase may fall into this category.

Those employees who fall into this category will receive their scheduled general wage increase three fiscal months following the effective date of the scheduled General Wage Increase. The scheduled General Wage Increase will be retroactive to the first fiscal Sunday in May and will be payable if the employee is actively employed at the time the increase is processed.

The aforementioned provisions will not apply until the second year of the collective bargaining agreement.

W. J. [unclear]

Section 3.24 - 1989 Collective Bargaining Agreement

Insert new paragraph before section [a]

The Company will implement a fair distribution of performance ratings by insuring that a minimum of 29% of employees will receive a rating of Exceeds Expectations and 14% of employees will receive a rating of Highly Exceeds Expectations. This performance distribution will be applied, in each of the following groups in accordance with the percentages stated above: Selling, Housekeeping and all other support.

in each store

1/80

Employees with a hire date October 1 or later in the prior year will not be eligible for merit increase

Performance Distribution will be reviewed with the union prior to the administration of annual reviews.

WMA

Contract Duration:

February 1, 2006 - May 1, 2011, with automatic 45 day extension

General Wage Increase January 29, 2006:

.50 for all eligible employees regardless of CATS *[Signature]*

General Wage Increase

2007: .35 effective first Fiscal Sunday in May; .15 effective first fiscal Sunday in November

2008: .35 effective first fiscal Sunday in May; .15 effective first fiscal Sunday in November

2009: .35 effective first Fiscal Sunday in May; .15 effective first fiscal Sunday in November

2010 .40 effective first fiscal Sunday in May; .10 effective first fiscal Sunday in November

Eligibility for first portion of the General Wage increase each year: No change from 1999 MOA

Eligibility for second portion of the General Wage increase each year: Employees who received the first portion will receive the second portion if on payroll the effective date of the second portion.

Additional Performance Incentives:

Effective May 2007, the Company agrees to administer the Merit Increase provision of section 3.24 of the 1989 MOA. Merit increases will be in addition to the scheduled General Wage Increase in the following amounts:

	Exceeds Expectations	Highly Exceeds Expectations
May 2007	.10	.15
May 2008	.10	.15
May 2009	.10	.15
May 2010	.10	.20

1/23/06

RS

DURATION

The Duration of the collective bargaining agreement between the parties shall be February 1, 2006 thru May 1, 2011, with an automatic 45-day extension to 11:59 PM, June 15, 2011.

The Company will pay the Local 1-S negotiating committee members their regular pay for time spent in the 2011 negotiations with the Company, provided that a successor contract is agreed upon and ratified by June 15, 2011.

The Company will assume the cost of any hotel accommodations necessary for negotiations between the parties. The Union will make their facilities available at no charge to the Company. The use of the Union facilities is the choice of the Company.

MEMORANDUM OF AGREEMENT

Thursday, March 02, 2006

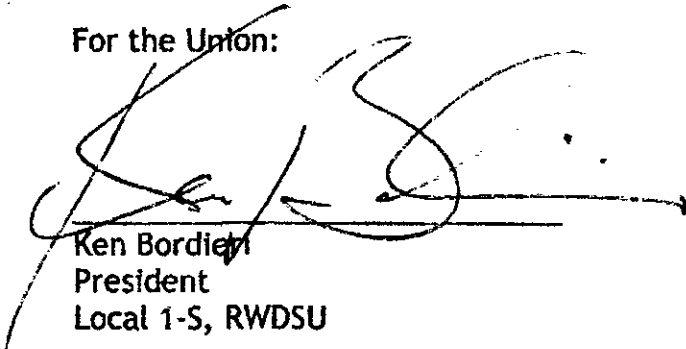
The Company and the Union have reached an agreement resolving each of the issues as detailed on the attached pages. Resolution of the issues is evidenced by the initials of the Company and Union authorized representatives. The parties have met on March 2nd, 2006 to review the attached contract language.

The union agrees that it will schedule meetings for ratification vote by the membership of this agreement not later than March 14, 2006. The union agrees that it will recommend that its membership vote for the agreement during such ratification.

The parties further agree that the Collective Bargaining Agreement currently in effect and scheduled to expire at 11:59 P.M. on March 3, 2006, is hereby extended indefinitely and will be subject to termination upon written notice from either party, to be hand delivered to the other party and received seventy-two (72) hours prior to the intended expiration of the extension, or upon ratification of the agreement, whichever occurs first.

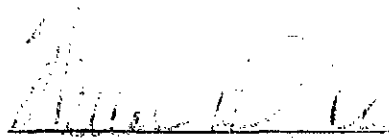
As agreed and understood:

For the Union:



Ken Bordieri
President
Local 1-S, RWDSU

For the Company:



William H. Ives
GVP Labor Relations
Macy's East, Inc.

ison - MACY'S

21/06 - 6/15/2011

6580

Agreements - March 1, 2006

Duration/Compensation

1. Duration
2. Wages
3. Credit Solicitation
4. Commission Pay Practices
5. Overnight Positions

Benefits

6. Pension
7. Discount Retiree
8. Retiree Per Diem Pay
9. Medical/Dental
10. Maternity Leave
11. Dependent Care Account
12. Adoptive Parents Assistance
13. Bereavement Pay
14. Jury Duty
15. Shopping Allowance
16. Home Early Pay
17. Holidays
18. Vacations
19. Personal Days - Exceptional Attendance
20. Promotions/Transfers

Scheduling

21. Scheduling
22. Inventory
23. Schedule Posting
24. Scheduling - Extra Hours
25. F.T. Jobs for P.T.

Other

26. Probationary Period
27. Attendance Discipline
28. 5 year severance option
29. Changing Time/Uniforms
30. Vendors & Contingents
31. Performance Counseling
32. Union Recognition - Christmas Hires
33. Union Access
34. Investigatory Interviews
35. Suspensions Pending Investigation
36. Store Closing
37. 1-5 CHARITABLE Fund

Paul Rogers 4,000
over

Paul W. Jr.

Shane Wallace

Felix O'Connor

Nicholas L. Lelich

Carzetta Varner

James D. Lee

Johnny F. Long

Michael D. Long

Robin Brown

Lydia Haggerty

~~Steph~~

Cagie Nathan

Fiona Lawrence

Homer Hunter

David H. Haggerty

Steven J. David

Michael Jones

Deborah H.C. Morrison

Rev. E. Haggerty

Randy B. Baggitt

Ulapees J. E. Wright

James J. Haggerty

MACY'S
Northeast
MOA
UFCW/
RWDSU
Local
1-5